

Scope

Our proposal includes the following:

- Surveys of cabling required at each location to determine actual work required. This allows us to determine the quantity of parts required and the amount of labor to be allocated for each location.
- Purchase and staging of parts required for each location. The manufacturers provided prices for major parts. This eliminates possible price increases from the cabling contractors. Parts are available for each school as needed by the cabling contractor.
- A minimum of two and up to four cabling contractors. Multiple contractors are required to perform the quantity of work in the relatively short (six months or less) time frame allotted. The companies we propose using for the Cabling installation are certified by the Cabling Parts Manufacturers (Panduit, Seicor, and Belden). They are required to submit test results from each location so that the manufacturers can provide 25 Year Parts and Labor Warranty.
- Independent quality control personnel to handle issues of site availability, cable drop locations, etc.
- An individual to detail cable drop locations into a consolidated CAD format.
- Bi-weekly meetings with representatives from manufacturers, suppliers, installation contractors, and HISD personnel to coordinate cabling installation, determine status of individual jobs, parts availability, common problem, etc.
- Switch and UPS installation at cabling rates
- Local staff of over 100 familiar with HISD locations, staff, and infrastructure.

**Houston Independent School District
Request for Proposal – Network Cabling
Project Number – 03-11-05**

ADDENDUM I Date: 11.03.2003

Appendix A Page 4 of 4 Questionnaire, change to read as follows:

Has the 2% administrative fee referred to in section 3.13 been included in the pricing of all items, and does the supplier agree to distribute the 2% fee to HISD after receipt of funds from sales made under this agreement? x Yes No

Price

Network Cabling Project Number 03-11-05

Type	HISD Line #	Ea	Item #	Description	UNIT PRICE
Labor	1	HR	Installation		30.00
Belden	2	FT	1585A	CAT 5E CABLE WHITE	0.115
Belden	3	FT	7882A	24-4p UTP-CMP SOL BC CAT 6 GREEN	0.208
Panduit	4	EA	CJ5E88TWH (CJ588BU)	1-PORT MOD JACK IDC 8W8P CAT5UTP	2.65
Panduit	5	EA	CJ688TPGR	1-PORT MOD JACK IDC 8W8P CAT6UTP	4.25
Panduit	6	EA	CBX4WH-A (CBX4EI-A)	4-PORT SURFACE MOUNT UNLOADED	2.37
Panduit	7	EA	CMBWH-X (CMBEI-X)	1-PORT BLANK INSERT	0.180
Panduit	8	EA	CFPE4WH	4 PORT UNLOADED FACEPLATE	1.32
Panduit	9	EA	CPP48WBL	48-PORT BLANK PANEL W/SNAP-IN	25.75
Panduit	10	EA	LD5WH8-A (LD5EI8-A)	RACEWAY NONMETALLIC SINGLE/8ft	9.90
Panduit	11	EA	LD10WH8-A (LD10EI8-A)	RACEWAY NONMETALLIC SINGLE/8ft	14.00
Panduit	12	EA	WMPSE (WMPS)	CABLE MGMT PANEL HORIZONTAL	28.35
Panduit	13	EA	NCMH2	2U HORIZONTAL WIRE MANAGER	45.00
Panduit	14	EA	WMPV45	CABLE MGMT PANEL VERTICAL	130.00
Chatsworth	15	EA	11961-518	RACK FIXED WALL MOUNT ALUMINUM	140.00
Chatsworth	16	EA	55053-503	RACK RELAY 84"H X 19"W	100.00
Chatsworth	17	EA	10610-019	GROUND BAR	26.80
Chatsworth	18	EA	11308-001	CABLE RUNWAY J-BOLT KIT	2.10
Chatsworth	19	EA	10642-001	CABLE RUNWAY END CAPS	3.10
Chatsworth	20	FT	10250-712	CABLE RUNWAY LADDER RACK	54.00
Chatsworth	21	EA	11421-712	CABLE RUNWAY SUPPORT KIT	12.80
Chatsworth	22	EA	10595-712	CABLE RUNWAY	18.00

				MOUNTING PLATE	
Hubble	23	EA	RE4X	42" CABINET WALLMOUNT	325.00
Corning	24	FT	012X88-A8719-A3	12 ST HYBRID 6/50UM,6/SM FIBER	2.10
Corning	25	EA	CCH-01U	12/48 RACK MT ENCLOSURE	137.00
Corning	26	EA	CCH-02U	24/96 RACK MT ENCLOSURE	160.00
Corning	27	EA	CCH-03U	36/144 RACK MT ENCLOSURE	178.00
Corning	28	EA	CCH-04U	72/288 RACK MT ENCLOSURE	201.00
Corning	29	EA	CCH-CP12-59	6 PORT SC DUP SM LOADED PANEL	54.00
Corning	30	EA	CCH-CP12-E7	6 PORT SC DUP MM LOADED PANEL	49.50
Corning	31	EA	95-050-41-X	SC UNICAM CONNEDCTOR 50/125	10.25
Corning	32	EA	95-250-08	SC CONNECTOR SM EPOXY	5.65
Corning	33	EA	F2LCSC50/12510G	SC TO LC 5 MT PATCH CORD 50UM	40.00
Corning	34	EA	F2SCSC50/12510G	SC TO SC 5 MT PATCH CORD 50UM	34.00
Panduit	35	EA	UTPSP3GR	3' CAT6 PATCH CORD/GREEN	4.70
Panduit	36	EA	UTPSP6GR	6' CAT6 PATCH CORD/GREEN	5.45
Panduit	37	EA	UTPSP12GR	12'CAT6 PATCH CORD/GREEN	7.15
Panduit	38	EA	UTPSP3YLF/N	3' CAT6 CROSSOVER CABLE/YELLOW	4.90
TrippLite	39	EA	IBAR12	12-OUTLET SURGE SUPPRESSOR	88.00
*Project Manager					per hour
					220.00
*Technical Coordinator/Engineer					per hour
					200.00
*E-Rate Specialist					per hour
					160.00
*Certified Enterprise Engineer					per hour
					140.00
*Certified					per hour
					120.00

Product Specialist		
*Hardware Technician	per hour	80.00
*Installation Technician	per hour	40.00

Invoicing Procedures

ACS & MSE's invoicing procedures are based on Net 30 days. The invoicing procedures are as follows:

1. Purchase order filled.
2. Invoice created through ACS/MSE Accounting System.
 - Net 30 days
 - Invoice contains Houston ISD purchase order
 - Description matches Houston ISD purchase order
3. Invoice hand delivered to Houston ISD.
 - Contains one copy for HISD and one for remit.
4. Payment due within 30 Days.
5. Proof of delivery provided upon request.

Contract

A contract is not normally required for Cabling purchases. Terms and conditions related to the issuance of a Purchase Order usually take precedence.

**Houston Independent School District
Request for Proposal – Network Cabling
Project Number – 03-11-05**

ADDENDUM I Date: 11.03.2003

Appendix A Page 4 of 4 Questionnaire, change to read as follows:

Has the 2% administrative fee referred to in section 3.13 been included in the pricing of all items, and does the supplier agree to distribute the 2% fee to HISD after receipt of funds from sales made under this agreement? _____Yes _____No

TAB 10

Certifications and RCDD attached.

**Exhibit 4 To Attachment to Proof of Claim of United States of America
in In re Lakehills Consulting, L.P., Case No. 09-34049 (Bankr. S.D. Tex.)**

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

U.S. DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
FILED

MAY 22 2007

CLERK, U.S. DISTRICT COURT

By Deputy

307 CR - 167 - L

No.

To Be Filed Under Seal

UNITED STATES OF AMERICA

v.

RUBEN B. BOHUCHOT (1)

FRANKIE LOGYANG WONG (2)

WILLIAM FREDERICK COLEMAN, III (3)

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§
§
§
§

INDICTMENT

The Grand Jury Charges:

Introduction

At times material to this indictment:

DISD and Bohuchot

A. The Dallas Independent School District (DISD) was an organization that received federal assistance in excess of \$10,000 through a variety of grants from the United States Department of Education during each of the one-year periods ending June 30, 2003, June 30, 2004, June 30, 2005, and June 30, 2006.

B. From on or about September 7, 1999, through on or about February 28, 2006, defendant, **Ruben B. Bohuchot (Bohuchot)**, was Chief Technology Officer at DISD, and as an agent of DISD, he managed the procurement of technology contracts for DISD.

C. On or about November 10, 2000 and May 10, 2005, **Bohuchot** signed DISD

documents entitled "Conflict of Interest Statement Policy" acknowledging his ethical obligation to avoid conflicts of interest. The policy required DISD employees to avoid any situation which would result in their having a pecuniary material interest in firms or corporations doing business with DISD.

MSE and Wong

D. Micro Systems Engineering, Inc., also known as Micro Systems Enterprises, Inc. (MSE), was a computer reseller that provided computer products and services to large corporations, and school districts, principally in the State of Texas. MSE's main corporate office was in Houston, Texas, and it maintained an office in Dallas, Texas.

E. Defendant, **Frankie Logyang Wong (Wong)**, co-owned and was the president of MSE.

Coleman

F. Defendant, **William Frederick Coleman, III (Coleman)**, who was employed at DISD as a Deputy Superintendent and the Chief Operating Officer at DISD from on or about August 30, 1999, through on or about September 15, 2000, was **Bohuchot's** friend. **Coleman** acted as a facilitator during discussions between **Wong** and **Bohuchot** about the Seat Management contract at DISD.

Seat Management Contract

G. A Seat Management contract was a type of agreement in which the customer made per-seat payments for desktop computers, purchasing the right to use the vendor's

computers and resources while the vendor continued to own and be responsible for the upkeep of the computers.

H. A Request for Proposals (RFP) was used by DISD in contract bidding to inform potential bidders of the scope, location and other requirements for projects.

I. In or about late 2001, **Bohuchot** expressed to a representative of MSE his interest in obtaining computers at DISD through a Seat Management contract.

J. In or about early 2002, a representative of MSE informed a company known to the Grand Jury that MSE wanted to partner with the company in responding to the upcoming Seat Management RFP at DISD.

K. On or about May 2, 2002, **Bohuchot, Wong and Coleman** traveled to Key West, Florida at the expense of MSE. They discussed an upcoming Seat Management contract at DISD.

L. The receipt of non-public information relating to the upcoming contract before the information was provided to other vendors assisted MSE and the said company known to the Grand Jury in submitting a winning bid proposal to DISD.

M. On or about May 7, 2002, an RFP for the Seat Management contract was published for viewing by all prospective vendors. The due date for responses was June 21, 2002.

N. On or about July 3, 2002, a DISD representative informed the said company known to the Grand Jury that DISD intended to award the Seat Management contract to

the company. MSE was a subcontractor for the company on the Seat Management contract.

O. As a subcontractor on the Seat Management contract, MSE contracted with the said company known to the Grand Jury to provide project-related services in support of the Seat Management project. These services included imaging, delivery, installation and providing technical support relating to desktop systems at DISD.

P. On or about August 28, 2002, DISD formally entered into the Seat Management contract with the said company known to the Grand Jury.

Q. From on or about January 27, 2003, through on or about July 11, 2005, MSE received at least \$4 million as a result of its participation in the DISD Seat Management contract.

Other Entities

R. On November 7, 2002, **Coleman** created a company called Kenbridge Consulting Services, Inc. (Kenbridge) for the purpose of receiving funds sent to him by MSE. The only funds received by Kenbridge were paid by MSE.

S. On or about October 17, 2002, **Wong** created and became the president of a company called Statewide Marketing, LLC (Statewide). The only funds received by Statewide were paid by MSE and another business entity, associated with MSE.

Yacht

T. On or about October 30, 2002, Statewide purchased a 46' Post motor yacht,

later named *Sir Veza*, for approximately \$305,000.

E-Rate

U. The Federal Telecommunications Act of 1996 authorized the Federal Communications Commission (FCC) to collect money from telephone users and to spend that money on a program, commonly known as "E-Rate", to provide affordable telecommunications and internet services to eligible schools and libraries. The E-Rate program provided schools and libraries with substantial discounts on telecommunication services, internet access, and internal connections. Eligible schools could apply for these discounts. The FCC utilized a nonprofit corporation, Universal Service Administrative Company (USAC), to administer the E-Rate program.

V. DISD applied for E-Rate funds in the sixth year of the E-Rate program, referred to herein as "E-Rate 6".

W. From in or about December 2002, through in or about January 2003, MSE and other companies formed a consortium (Consortium) in anticipation of submitting a bid proposal relating to the E-Rate 6 contract at DISD.

X. On or about December 17, 2002, the RFP for the DISD E-Rate 6 contract was published for viewing by all prospective vendors.

Y. On or about January 20, 2003, the Consortium submitted a bid proposal for E-Rate 6, and DISD representatives evaluated the proposal.

Z. The Consortium bid proposal was approved by DISD representatives on

January 23, 2003, and by the DISD Board of Trustees on January 30, 2003.

AA. On or about November 21, 2002, **Wong** and others formed Acclaim Professional Services, Inc. (Acclaim). Funds to be paid to the Consortium for services performed on the E-Rate 6 contract were received by MSE and forwarded to Acclaim for disbursement to other Consortium members.

BB. MSE received at least \$35 million in aggregate revenue from DISD and USAC as a result of its participation in the DISD E-Rate-6 contract.

Use of Conduits to Conceal the Receipt of Funds

CC. A person known to the Grand Jury, referred to herein as "B.C.," was a relative of **Bohuchot**. **Bohuchot** used B.C. as a conduit to conceal **Bohuchot's** receipt of funds paid by MSE and Acclaim.

DD. A person known to the Grand Jury, referred to herein as "K.N.," was an employee of MSE. **Wong** used K.N. as a conduit to conceal **Wong's** receipt of funds paid by MSE.

Count One
Conspiracy
(Violation of 18 U.S.C. § 371)
(18 U.S.C. §§ 666 (a)(1)(B) and 666(a)(2))

A. The Grand Jury hereby adopts, realleges and incorporates herein all allegations set forth in the Introduction of this indictment as if fully set forth herein.

B. Beginning, at least, in or about December 2001, and continuing through on or about January 24, 2007, in the Dallas Division of the Northern District of Texas, and elsewhere, defendants, **Ruben B. Bohuchot (Bohuchot), Frankie Logyang Wong (Wong), and William Frederick Coleman, III (Coleman)**, did knowingly and willfully combine, conspire, confederate, and agree with each other to commit the following offenses against the United States:

1. Bribery Concerning a Program Receiving Federal Funds, in violation of 18 U.S.C. § 666(a)(1)(B), that is, as an agent of an organization receiving benefits in excess of \$10,000 in a one-year period under a federal program involving a grant, to corruptly solicit, demand for the benefit of any person, accept, and agree to accept, things of value from a person, intending to be influenced and rewarded in connection with business, transactions, and a series of transactions of the organization involving things of value of \$5,000 or more; and

2. Bribery Concerning a Program Receiving Federal Funds, in violation of 18 U.S.C. § 666(a)(2), that is, to corruptly give, offer, and agree to give things of value to

a person, with intent to influence and reward an agent of an organization receiving benefits in excess of \$10,000 in a one-year period under a federal program involving a grant, in connection with business, transactions, and a series of transactions of the organization involving things of a value of \$5,000 or more.

Objects of the Conspiracy

C. Two objects of the conspiracy were: (1) that **Bohuchot** would solicit and accept things of value, and (2) that **Wong** and **Coleman** would cause things of value to be offered and provided to **Bohuchot**, his family and his friends in an attempt to influence and reward **Bohuchot** in connection with DISD technology contracts, thereby generating contract-related funds, which were then diverted for the conspirators' own use.

Manner and Means of the Conspiracy

D. The conspirators used the following manner and means, among others, to carry out the objects of the conspiracy:

1. **Bohuchot** would and did solicit and accept things of value;
2. **Wong** and **Coleman** would and did cause things of value to be provided to **Bohuchot**, his family, and his friends;
3. In an effort to ensure that MSE would receive payment as a result of the awarding of DISD contracts, **Bohuchot** would and did cause non-public information to be provided to **Wong** before the information was provided to competitors of MSE;
4. **Bohuchot** would and did sign documents authorizing DISD to enter into

contracts benefitting MSE;

5. As president of Statewide, **Wong** would and did cause Statewide to buy a yacht for the purpose of entertaining **Bohuchot**;

6. **Bohuchot** and **Wong** would and did cause MSE to hire a person known to the Grand Jury, referred to herein as "boat captain," to manage and oversee daily upkeep and operations of the yacht used to entertain **Bohuchot**;

7. **Bohuchot** and **Wong** would and did cause MSE to pay for **Bohuchot's** yacht-related expenses;

8. The conspirators would and did use false pretenses to conceal and disguise the true nature of their activities, specifically, the conspirators:

a. Would and did conceal **Coleman's** role in the conspiracy by pretending that **Coleman** was an employee of DISD;

b. Would and did create and use companies, including Statewide and Kenbridge, to conceal the receipt and disbursement of funds obtained as a result of the DISD Seat Management contract;

c. Would and did pretend that Statewide and Kenbridge provided services to MSE by causing bogus invoices to be created;

d. Would and did use bogus invoices to create the appearance of legitimacy regarding payments of MSE funds to Statewide and Kenbridge;

e. Would and did disguise payments to B.C. from a company known

to the Grand Jury by causing checks to be issued which appeared to be drawn on the account of Acclaim;

9. The conspirators would and did engage in sham monetary transactions to conceal the true nature of their activities, specifically:

a. the conspirators would and did cause funds obtained by MSE as a result of the Seat Management and E-Rate contracts to be paid to Statewide and to be used for the purpose of entertaining **Bohuchot**, his family and his friends;

b. the conspirators would and did cause funds obtained by MSE as a result of the DISD Seat Management contract to be paid to B.C., through Kenbridge, disguised as a loan;

c. the conspirators would and did disguise the true nature of a \$50,000 payment from Acclaim to B.C. by calling the payment a loan;

d. the conspirators would and did disguise the true nature of payments to B.C. by calling them paychecks;

e. **Bohuchot** would and did cause B.C. to pay **Bohuchot's** credit card bill with funds B.C. had received from Acclaim;

f. **Bohuchot** would and did cause B.C. to pay cash to **Bohuchot** with funds B.C. had received from Acclaim;

g. **Wong** would and did disguise payments from MSE to himself by (i) causing the MSE funds to be paid as "commissions" to K.N. and (ii) causing K.N. to

pay him (**Wong**) part of those funds in cash;

h. **Coleman** would and did disguise payments from Kenbridge to himself by calling them loans;

10. The conspirators would and did create bogus and backdated loan documents to mislead federal law enforcement agents and the Grand Jury about the true nature of payments; and

11. The conspirators would and did cause false information and documents to be provided to federal law enforcement agents and to the Grand Jury investigating their activities.

Overt Acts

E. In furtherance of the conspiracy and to effect the objects thereof, **Bohuchot**, **Wong**, and **Coleman** committed, and caused to be committed, the following overt acts, among others, within the Dallas Division of the Northern District of Texas, and elsewhere:

1. In or about late 2001, the exact date being unknown to the Grand Jury, **Bohuchot** told a person known to the Grand Jury that he (**Bohuchot**) was interested in Seat Management;

2. In or about December 2001, the exact date being unknown to the Grand Jury, **Bohuchot** told others that **Coleman** was then an employee of DISD;

3. On or about May 2, 2002, **Wong** caused MSE funds to be used to pay

for **Bohuchot, Coleman**, and their wives to join **Wong** for a trip to Key West, Florida;

4. On or about May 2, 2002, **Bohuchot, Wong**, and **Coleman** discussed the upcoming Seat Management contract;

5. On or about August 16, 2002, **Bohuchot** signed a DISD document authorizing DISD to enter into a contract with a company known to the Grand Jury for Seat Management contract services;

6. In or about October 2002, the exact date being unknown to the Grand Jury, **Bohuchot** asked the boat captain to advise him (**Bohuchot**) regarding the purchase of a boat;

7. In or about October 2002, the exact date being unknown to the Grand Jury, **Bohuchot** caused the boat captain to have a yacht inspected;

8. In or about October 2002, the exact date being unknown to the Grand Jury, **Bohuchot** told the boat captain that **Wong** was his (**Bohuchot's**) business partner;

9. On or about October 30, 2002, **Wong** caused Statewide to buy a yacht;

10. In or about October 2002, the exact date being unknown to the Grand Jury, **Bohuchot** caused the boat captain to hire a company to change the lettering on the yacht to reflect the yacht's new name, "Sir Veza";

11. In or about October or November 2002, the exact date being unknown to the Grand Jury, **Wong** caused cash from MSE to be used by the boat captain for yacht-related expenses;

12. In or about June 2003, the exact date being unknown to the Grand Jury, **Bohuchot** indicated to the boat captain that he (**Bohuchot**) would talk to **Wong** to help the boat captain obtain a credit card from MSE to pay for yacht-related expenses;

13. On or about May 16, 2003, **Wong** told the boat captain to keep **Bohuchot** happy, because **Wong** had no use for the yacht if **Bohuchot** did not want to use it;

14. On four separate occasions, from in or about May 2002, to in or about July 2005, **Wong** used MSE funds to entertain **Bohuchot** in Key West, Florida;

15. On multiple occasions, from on or about October 20, 2002, through on or about August 16, 2005, **Wong** caused bogus Statewide invoices, each reflecting a "marketing and consulting fee", to be prepared;

16. On multiple occasions, from on or about October 30, 2002, through on or about August 19, 2005, **Wong** caused MSE to make payments totaling approximately \$1,972,200 to Statewide;

17. From in or about October 2002, through at least, in or about July 2005, **Wong** caused approximately \$300,000 of Statewide funds to be paid for yacht-related expenses;

18. In or about March 2003, the exact date being unknown to the Grand Jury, **Wong** told **Coleman** it was time for **Coleman** to send an invoice to MSE;

19. On multiple occasions, from in or about March 2003, the exact date

being unknown to the Grand Jury, through on or about September 2, 2004, **Coleman** caused bogus invoices to be sent to MSE, reflecting that Kenbridge had provided "sales planning and marketing consulting services" for MSE in 2003 and 2004;

20. On or about March 4, 2003, **Coleman** opened a bank account for Kenbridge for the purpose of receiving funds from MSE;

21. From on or about January 15, 2003, through on or about October 27, 2004, **Wong** caused MSE checks, totaling approximately \$256,850, and made payable to Kenbridge, to be sent to **Coleman**;

22. From on or about May 23, 2003, through on or about March 1, 2006, **Coleman** withdrew approximately \$189,000 from the Kenbridge bank account by drawing checks payable to himself;

23. On or about May 27, 2003, **Coleman** gave B.C. a \$10,000 check drawn on the Kenbridge bank account;

24. In or about May 2003, the exact date being unknown to the Grand Jury, **Bohuchot** told B.C. not to worry about repaying funds he (B.C.) had received from **Coleman**;

25. On or about September 25 and 26, 2003, **Coleman** paid a total of approximately \$2,995 for B.C. to take a technology course;

26. On or about January 23, 2003, **Bohuchot** signed a DISD document that authorized DISD to enter into a contract with the Consortium for E-Rate 6;

27. In or about May 2004, the exact date being unknown to the Grand Jury, **Bohuchot** told B.C. that he (**Bohuchot**) would make arrangements for B.C. to be paid \$50,000 by Acclaim;

28. On or about May 5, 2004, **Wong** caused \$50,000 to be paid from Acclaim to B.C.;

29. In or about June 2004, the exact date being unknown to the Grand Jury, **Bohuchot** asked B.C. to pay his (**Bohuchot's**) credit card bill;

30. In or about June 2004, the exact date being unknown to the Grand Jury, **Bohuchot** made arrangements for B.C. to pay him (**Bohuchot**) \$2,500 per month;

31. In or about July 2005, the exact date being unknown to the Grand Jury, **Bohuchot** asked B.C. to pay **Bohuchot** \$5,000;

32. In or about February 2005, the exact date being unknown to the Grand Jury, **Bohuchot** made arrangements with **Wong** for MSE to pay \$12,000 to B.C. so the money could be paid to **Bohuchot**;

33. On or about February 3, 2005, **Bohuchot** asked B.C. to give **Bohuchot** cash;

34. Between in or about September 2006, and on or about January 24, 2007, the exact date being unknown to the Grand Jury, **Bohuchot** asked B.C. to tell federal law enforcement agents and the Grand Jury that funds B.C. had paid to **Bohuchot** were repayments of living expenses;